

Neal Puckett, Esq.
BAR: VA

Eric S. Montalvo, Esq.
BAR: NJ, PA

Haytham Faraj, Esq.
BAR: IL, MI, DC



THE LAW FIRM OF PUCKETT AND FARAJ, PC

March 1, 2010

AGREEMENT FOR LEGAL SERVICES

CLIENT: GOODFELLAS, LLC

MATTER: Representation for Legal Services regarding the unlawful interference with the "Goodfellas" business interests by Macys Inc.

1. The Law Firm of Puckett & Faraj, P.C. ("The Firm"), agrees to provide legal services to GOODFELLAS, LLC ("Client") in connection with GOODFELLAS LLC V. MACYS INC. Representation shall terminate upon the obtaining of a final settlement or a court judgment. The Client understands that no particular attorney of The Firm is being retained, but rather The Firm is undertaking legal representation of the Client according to this agreement. The Firm reserves the right to assign and delegate all aspects of such representation as The Firm deems appropriate. Delegation may include assignment of attorneys and any legal or paralegal work deemed necessary by The Firm to properly represent the Client.

a. Client agrees that The Firm will be paid for services on a contingent fee and limited hourly basis, in that the fee will be a percentage of the eventual recovery. As to any sums received in settlement or binding arbitration of the case, prior to a lawsuit being filed, the attorney's fee will be Thirty percent of the gross amount received as a result of any negotiated settlement. In the event of a trial, the attorney's fee shall be thirty-five percent of any judgment or settlement after the commencement of trial. A trial is considered to have commenced on the day jury selection is to begin whether or not a jury is selected. Additionally, Client shall pay associate hourly fees at the rate of \$50.00 per hour which shall be billed monthly. This rate is a substantial discount from the firm's standard attorney rate and shall in no way limit the Firm's right to collect its contingency fee under this agreement. If there is no recovery of money on the Client's behalf, there will be no attorney's fee. In the event of a structured settlement being obtained in this matter, whereby all or a portion of the settlement is based on deferred periodic payments, the Client understands and agrees that in calculating the attorney's fee, it shall include an amount equivalent to the applicable percentage of the present-day value of all deferred periodic payments, plus the money paid at settlement, and that attorney's fees will be paid at the time of any such settlement.

b. The Client further agrees that they are responsible for any necessary costs, fees, or other charges actually paid or incurred by The Firm in the course of such representation, regardless of the outcome of the matter. For the purposes of this contract, expenses will be paid by the Client throughout the course of the case and as the expenses occur. Billing will be

monthly. Other fees or costs including items such as, but not limited to: court filing fees, deposition costs, fees for medical records, investigative services or experts, any required travel, transportation and lodging, printing and photocopying, postage, phone calls and faxes, transcription services and electronic legal research fees. Any attorney traveling overseas in support of a Client will be via business class airfare on a carrier of the Firm's choosing. Client agrees to pay for business class airfare in advance of travel. Any costs owing at the time that funds are received in resolution of the case, will be deducted after payment of the attorney's fee. Any amount due and owing to my attorney for attorney's fees, as well as to compensate him for expenditures of out-of-pocket expenses, shall be a lien upon any judgment or settlement recovered and upon any fund or sum of money that may be collected on such a claim.

c. The Client authorizes the Firm to hire or associate with other attorneys to assist on the case, as deemed necessary. The participation of additional attorneys will not result in any additional attorney's fee and will not alter the percentages set out above.

d. The Attorney-Client relationship and any work on Client's case will begin when The Firm has received a signed copy of this Agreement **and a retainer of \$1500.00 as an initial fee advance for expected expenses.**

2. Client understands and that all fees are deemed the property of The Firm upon receipt and will be deposited or transferred immediately into The Firm's operating account. The Firm will provide the Client with an accounting in the form of invoices of fees and expenses and other costs. Fees will be earned in proportion to the work and at intervals corresponding to milestones in the judicial process. Fees can be earned in total, commensurate with the amount of work during pre-trial phases, at any time up to and through the final disposition of a case. Client knowingly and willingly consents to this arrangement for the treatment of all fees paid to The Firm.

3. The Firm will not obligate Client for any expenses in excess of \$500 without the Client's prior approval. This includes airfare for business class for travel to the theater of operations.

4. The Firm may withdraw from representation in this matter if you: insist upon presenting a claim or defense that is not warranted under existing law and cannot be supported by good faith argument for an extension, modification, or reversal of existing law; personally seek to pursue an illegal course of conduct; insist that The Firm pursue a course of conduct that is illegal or that is prohibited under the disciplinary rules; render it unreasonably difficult for The Firm to carry out its employment; insist that an Attorney engage in conduct that is contrary to his or her judgment but not prohibited under the disciplinary rules; or deliberately disregard any agreement or obligation to The Firm as to the timely payment of expenses or fees as required by this agreement for services rendered. The Firm will also have the right to withdraw from the case if you fail to make the payments required by this agreement or if you misrepresent or fail to follow my advice. In any of these events, or if you instruct us to withdraw, you agree to be responsible for a substitution of counsel. If The Firm withdraws in accordance with this section of this agreement or pursuant to your instructions you understand and agree that you will be responsible for payment of all time expended to date. In the event there is a question, concern or

complaint, you shall direct it to the lead attorney responsible for your case or anyone of The Firm partners.

6. If any dispute as to payment arises, The Client and The Firm agree that the dispute shall be submitted for arbitration to the Fee Dispute Resolution Program (FDRP) administered by the Virginia State Bar.

7. You agree to give The Firm full power and authority to prepare, endorse, execute and/or file, on your behalf, all complaints, claims, contracts, checks, settlements, drafts, compromises, releases, verifications, deposits, and orders that, in my opinion, are necessary in connection with this matter. It is expressly agreed that no terms of settlement, plea, or compromise will be agreed to on your behalf without your prior consent.

8. If at any time you become dissatisfied with The Firm's handling of this matter, you should not hesitate to inform The Firm immediately so that the problem is addressed and resolved in order to maintain a good relationship with you. You may terminate The Firm's representation at any time. In the event of termination, you will be responsible for payment of any fees earned or expenses incurred.

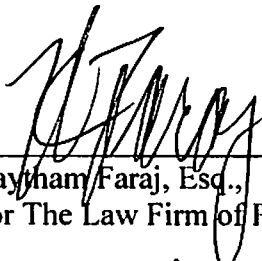
9. The Firm's Attorneys will use their best efforts in representing you in this matter, but The Client acknowledge that The Firm can give no assurances as to the final outcome and has made no guarantees as to the outcome.

10. The Firm's Attorneys will expect good communication and cooperation with you in order for them to represent you properly. This means promptly responding to requests for documents, evidence, witnesses, and points of contact, among other things. If there is any change in your address or telephone number, please notify us immediately.


11. If it is necessary to cause suit to be filed for collection of any sums due to The Firm from you under this agreement, you shall pay the reasonable attorneys fees together with Court costs for collection.

12. If the foregoing terms are acceptable, please sign and return one copy of this letter. I look forward to working with you.

The Client has read this entire Agreement, has had full opportunity to consider its terms, understands its terms and agrees to all of its provisions.

By: 
Haytham Faraj, Esq.,
For The Law Firm of Puckett and Faraj, PC

Date: 5/12/10


Client: GOODFELLAS, LLC
By: Mr. Wissam Aoun, President

Date: 5-12-10